



RECORDATION NO. 18256-F FILED 1425

MAR 31 1994 -3 20 PM

INTERSTATE COMMERCE COMMISSION

Norwest Equipment Finance, Inc  
Suite 300  
Investors Building  
733 Marquette Avenue  
Minneapolis, Minnesota 55479-2048  
612/867-9876

March 28, 1994 RECORDATION NO. 18256-F FILED 1425

MAR 31 1994 -3 20 PM

0100166086

INTERSTATE COMMERCE COMMISSION

Office of the Secretary, Recordations Unit  
Interstate Commerce Commission  
Attn Mildred Lee  
12th & Constitution Ave N W , Room 2303  
Washington, D C 20423

RECORDATION NO. 18256-F FILED 1425

MAR 31 1994 -3 20 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms Lee,

Enclosed for recordation pursuant to the provisions of 49 U S C Section 11303(a) are

1) Lease Schedules - between NorRail, Inc , as lessor, and Brandywine Valley Railroad Company, Inc , as lessee (2 originals each) Original Master Lease Agreement was duly recorded and filed on July 12, 1993 under recordation number 18256-A *Copy already under 18737*

2) Amendment to Master Lease Agreement - between NorRail, Inc , as lessor, and Brandywine, as lessee (2 originals)

3) Assignment - (two originals) Assigning the lease to Norwest Equipment Finance, Inc from NorRail, Inc

The original sale of these railcars was duly recorded on March 21, 1994 under ICC recordation number 18737, a Bill of Sale between General Electric Railcar Services Corporation "Seller" and NorRail Corporation "Purchaser" I have included a copy for your reference

A summary of the three parties involved for this filing are as follows

Assignor/Lessor NorRail, Inc  
308 - 12th Ave S  
Buffalo, MN 55313

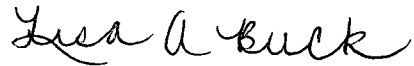
Lessee Brandywine Valley Railroad  
50 South First Ave  
Coatesville, PA 19320

Assignee Norwest Equipment Finance, Inc  
733 Marquette Ave , Suite 300  
Investors Bldg  
Minneapolis, MN 55479-2048

I have included a check in the amount of \$48 00 to cover the fee for filing the above listed documents

Thank-you for your assistance in recording these documents If you should have any questions please call me at (612) 667-9841

Sincerely,

A handwritten signature in cursive script that reads "Lisa A Buck". The signature is written in black ink and is positioned above the printed name and title.

Lisa A Buck  
Senior Contract Adm

**Interstate Commerce Commission**  
Washington, D.C. 20423

4371/94

OFFICE OF THE SECRETARY

Lisa A Buck

NorRail Inc  
308 12th Avenue South  
Buffalo, Minnesota 55313

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions  
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,  
on 3/31/94 at 3:20pm, and assigned  
recordation number(s). 18256-D 18256-E & 18256-F

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

NorRail, Inc.,  
308 12th Avenue South  
Buffalo, Minnesota 55313

RECORDATION NO. 18256-18 FILED 1425  
MAR 31 1994 -3 20 PM  
INTERSTATE COMMERCE COMMISSION

**EQUIPMENT SCHEDULE NO. 3 TO**  
**MASTER LEASE AGREEMENT NO. 1539 DATED May 25, 1993 ("LEASE")**  
**BETWEEN NorRail, Inc. ("NorRail")**  
**AND Brandywine Valley Railroad Company ("LESSEE")**

**1. EQUIPMENT:**

| <u>Qty.</u> | <u>Type/Model</u> | <u>Ident. No.</u>   | <u>Description</u>   | <u>Monthly Rental<br/>Per Item</u> |
|-------------|-------------------|---------------------|--|------------------------------------|
| 30          | Flat Cars         | To Be<br>Determined | 100 Ton Trucks<br>Roller Bearing<br>63 Ft. Length<br>Nailable Steel<br>Floor | \$215.00                           |

Total Monthly Rental \$ \$6,450.00

NOTE: Lessee agrees that the above described equipment may be amended by NorRail to the extent that NorRail may insert the serial numbers and/or other identifying data of the Equipment.

**2. EQUIPMENT LOCATION:**

KBS Railroad, LaFayette, Indiana

**3. PROJECTED DELIVERY DATE: 1st Quarter, 1994.**

**4. DELIVERY DATE: \_\_\_\_\_, 19\_\_.** If this space is not completed, the Delivery Date of each Item of Equipment shall be:

- a. in the case of an Item of Equipment which is the subject of a sale and leaseback between NorRail and Lessee, the date upon which NorRail purchases such Item of Equipment from Lessee; or

- b. in the case of an Item of Equipment which is currently delivered to the Equipment Location, but where NorRail is obtaining title directly from the manufacturer or supplier, the date upon which NorRail purchases such Item of Equipment from the manufacturer or supplier; or
- c. in the case of an Item of Equipment requiring delivery, the date of inspection and acceptance by Lessee of such Item of Equipment at the Equipment Location. Such acceptance, which is not to be unreasonably withheld, is to be in the form of a certificate of Delivery and Acceptance signed by Lessee.
5. **COMMENCEMENT DATE:** As set forth in section 2(b) of the Lease; provided, however, if Lessee fails to timely and properly deliver, within fourteen days of Lessee's execution of this Equipment Schedule, any documents requested by NorRail pursuant to the Lease, NorRail, in its discretion and notwithstanding anything to the contrary contained in Section 2(b) of the Lease, may postpone the commencement of the Initial Term. NorRail shall *give* Lessee prompt written notice of any such postponement.
6. **INITIAL TERM:** 120 months.
7. **ADVANCED RENTALS:** One monthly rental(s) of \$ 6,450.00 each totaling \$ 6,450.00 shall be delivered to NorRail at time of signing of this Lease. Such advanced rentals shall be applied to the first month(s) of the Initial Term.
8. **MONTHLY RENTAL:** \$ 6,450.00. The Monthly Rental for all Items of Equipment set forth in Section 1 hereof.
9. **LEASE AGREEMENT:** All of the terms, covenants and conditions set forth in the Lease are incorporated herein by reference as if the same had been set forth herein in full. By their execution and delivery of this Equipment Schedule, the parties hereby reaffirm all of the terms and conditions of the Lease (including, without limitation, the representations and warranties of Lessee set forth in Section 12 thereof) except as modified hereby.

**NORRAIL:**

NorRail, Inc.

By: L. Lee Struble

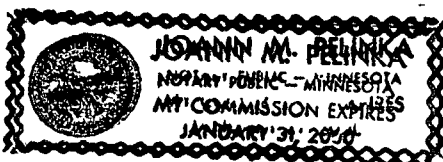
Print Name: L. Lee Struble

Title: Vice President-Marketing

Date: January 7, 1994

Subscribed and sworn to before me  
this 17<sup>th</sup> day of Feb, 19 94,

JOHANN M. PELINKA



**LESSEE:**

Brandywine Valley Railroad Company

By: John W. Jankowski

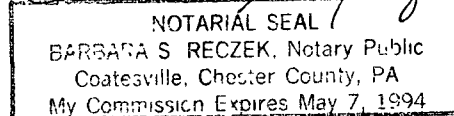
Print Name: John W. Jankowski

Title: Controller

Date: 2/15/94

Sworn to and subscribed before me  
this 15<sup>th</sup> day of Feb, 19 94

BARBARA S. RECZEK



**NorRail, Inc.**  
**308 12th Avenue South**  
**Buffalo, MN 55313**

**Stipulated Loss Value to Schedule 3 of**  
**Master Lease Agreement Dated May 25, 1993**  
**("Lease") Between NorRail, Inc. ("NorRail")**  
**and Brandywine Valley Railroad Company ("Lessee")**

Stated below is the Stipulated Loss Value per Item of Equipment  
for all Equipment that is leased under Schedule 3 of the Lease.

Page 1 of 2

| <u>Payment<br/>Date</u> | <u>Stipulated<br/>Loss Value</u> | <u>Payment<br/>Date</u> | <u>Stipulated<br/>Loss Value</u> |
|-------------------------|----------------------------------|-------------------------|----------------------------------|
|                         |                                  | 1/97                    | 17,748.93                        |
|                         |                                  | 2/97                    | 17,647.95                        |
| 3/94                    | 20,345.87                        | 3/97                    | 17,545.80                        |
| 4/94                    | 20,290.82                        | 4/97                    | 17,442.35                        |
| 5/94                    | 20,234.51                        | 5/97                    | 17,337.77                        |
| 6/94                    | 20,177.27                        | 6/97                    | 17,232.00                        |
| 7/94                    | 20,118.75                        | 7/97                    | 17,125.10                        |
| 8/94                    | 20,059.30                        | 8/97                    | 17,017.00                        |
| 9/94                    | 19,998.90                        | 9/97                    | 16,907.70                        |
| 10/94                   | 19,937.21                        | 10/97                   | 16,797.24                        |
| 11/94                   | 19,874.57                        | 11/97                   | 16,685.57                        |
| 12/94                   | 19,810.96                        | 12/97                   | 16,572.67                        |
| 1/95                    | 19,746.05                        | 1/98                    | 16,458.60                        |
| 2/95                    | 19,680.16                        | 2/98                    | 16,343.29                        |
| 3/95                    | 19,613.29                        | 3/98                    | 16,226.74                        |
| 4/95                    | 19,545.37                        | 4/98                    | 16,108.97                        |
| 5/95                    | 19,474.85                        | 5/98                    | 15,990.46                        |
| 6/95                    | 19,403.32                        | 6/98                    | 15,870.70                        |
| 7/95                    | 19,329.18                        | 7/98                    | 15,750.19                        |
| 8/95                    | 19,254.02                        | 8/98                    | 15,628.42                        |
| 9/95                    | 19,177.83                        | 9/98                    | 15,505.36                        |
| 10/95                   | 19,098.99                        | 10/98                   | 15,381.55                        |
| 11/95                   | 19,019.11                        | 11/98                   | 15,256.45                        |
| 12/95                   | 18,938.18                        | 12/98                   | 15,130.06                        |
| 1/96                    | 18,854.57                        | 1/99                    | 15,002.89                        |
| 2/96                    | 18,769.90                        | 2/99                    | 14,874.41                        |
| 3/96                    | 18,684.14                        | 3/99                    | 14,744.63                        |
| 4/96                    | 18,596.97                        | 4/99                    | 14,613.75                        |
| 5/96                    | 18,508.06                        | 5/99                    | 14,482.08                        |
| 6/96                    | 18,418.05                        | 6/99                    | 14,349.07                        |
| 7/96                    | 18,326.30                        | 7/99                    | 14,215.26                        |
| 8/96                    | 18,233.43                        | 8/99                    | 14,080.10                        |
| 9/96                    | 18,139.44                        | 9/99                    | 13,943.60                        |
| 10/96                   | 18,043.69                        | 10/99                   | 13,806.26                        |
| 11/96                   | 17,946.80                        | 11/99                   | 13,667.56                        |
| 12/96                   | 17,848.76                        | 12/99                   | 13,527.50                        |

Stipulated Loss Value to Schedule 3 of  
Master Lease Agreement Dated May 25, 1993  
("Lease") Between NorRail, Inc. ("NorRail")  
and Brandywine Valley Railroad Company ("Lessee")

Page 2 of 2

| <u>Payment<br/>Date</u> | <u>Stipulated<br/>Loss Value</u> | <u>Payment<br/>Date</u> | <u>Stipulated<br/>Loss Value</u> |
|-------------------------|----------------------------------|-------------------------|----------------------------------|
| 1/ 0                    | 13,386.59                        | 1/ 2                    | 9,643.19                         |
| 2/ 0                    | 13,244.30                        | 2/ 2                    | 9,472.90                         |
| 3/ 0                    | 13,100.63                        | 3/ 2                    | 9,301.08                         |
| 4/ 0                    | 12,955.79                        | 4/ 2                    | 9,128.21                         |
| 5/ 0                    | 12,810.08                        | 5/ 2                    | 8,944.38                         |
| 6/ 0                    | 12,662.97                        | 6/ 2                    | 8,781.22                         |
| 7/ 0                    | 12,514.97                        | 7/ 2                    | 8,607.09                         |
| 8/ 0                    | 12,365.55                        | 8/ 2                    | 8,431.40                         |
| 9/ 0                    | 12,214.71                        | 9/ 2                    | 8,254.16                         |
| 10/ 0                   | 12,062.96                        | 10/ 2                   | 8,077.04                         |
| 11/ 0                   | 11,909.78                        | 11/ 2                   | 7,898.34                         |
| 12/ 0                   | 11,744.15                        | 12/ 2                   | 7,718.07                         |
| 1/ 1                    | 11,599.59                        | 1/ 3                    | 7,537.91                         |
| 2/ 1                    | 11,442.58                        | 2/ 3                    | 7,356.16                         |
| 3/ 1                    | 11,284.11                        | 3/ 3                    | 7,172.82                         |
| 4/ 1                    | 11,124.39                        | 4/ 3                    | 6,988.63                         |
| 5/ 1                    | 10,964.31                        | 5/ 3                    | 6,804.52                         |
| 6/ 1                    | 10,802.75                        | 6/ 3                    | 6,618.81                         |
| 7/ 1                    | 10,640.81                        | 7/ 3                    | 6,433.18                         |
| 8/ 1                    | 10,477.38                        | 8/ 3                    | 6,245.93                         |
| 9/ 1                    | 10,312.45                        | 9/ 3                    | 6,057.06                         |
| 10/ 1                   | 10,147.13                        | 10/ 3                   | 5,868.25                         |
| 11/ 1                   | 9,980.30                         | 11/ 3                   | 5,677.81                         |
| 12/ 1                   | 9,811.95                         | 12/ 3                   | 5,485.72                         |
|                         |                                  | 1/ 4                    | 5,293.69                         |
|                         |                                  | 2/ 4                    | 5,100.00                         |

## **ACKNOWLEDGEMENT AND AGREEMENT**

Page 1 of 2

Brandywine Valley Railroad Company., (Lessee) a Delaware Corporation, hereby acknowledges notice of the assignment of an equipment lease (the Lease) dated May 25, 1993, between NorRail, Inc., as Lessor and undersigned as Lessee to Norwest Equipment Finance, Inc. (NEFI); and to induce NEFI to accept such Assignment, agrees as follows:

1. Lessee acknowledges that NorRail, Inc. (Lessor) assigned to NEFI beneficial ownership of the Lease, but that it has not assigned and NEFI has not assumed any of the obligations of Lessor under the Lease. Accordingly, Lessee will continue to look to Lessor rather than NEFI for the performance of the obligations of Lessor under the Lease.
2. Lessee agrees that, upon request by NEFI, it will pay all remaining rentals provided for in the Lease for the term directly to NEFI without offset or reduction.
3. Lessee agrees to remit all payments when due to NEFI at the following address:  
Norwest Equipment Finance, Inc.  
NW-8178  
P O Box 1450  
Minneapolis, MN 55485-8178  
NEFI agrees to notify Lessee by Certified Mail of any change in the remittance address.
4. Lessee agrees that it shall not terminate the Lease pursuant to any term thereof, except as to Items of Equipment with respect to which this Lease is terminated pursuant to Section 11, or any agreements supplementary thereto or otherwise during the Initial Term thereof except as reviewed and approved by NEFI.
5. Lessee agrees to this Assignment to NEFI by Lessor notwithstanding any prohibition in the lease.
6. Lessee understands that NEFI makes no express or implied warranties or representations as to any matter whatsoever, including, without limitations, the condition of the Equipment, its marketability, or its fitness for any particular purpose.



## ACKNOWLEDGEMENT AND AGREEMENT

Page 2 of 2

7. Lessee acknowledges that 120 rentals of \$6,450.00 (plus applicable taxes, if any) remain in the term of the Lease, and that the next rental is due on April 1, 1994 and the final rental will be due on March 1, 2004.

IN WITNESS THEREOF, Lessee has caused this Agreement to be executed by its duly authorized officer.

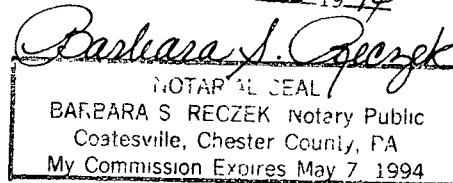
Date: 2/15/94

Lessee: Brandywine Valley Railroad Company

BY: John W. Janowski

TITLE: Controller

Sworn to and subscribed before me  
this 15th day of Feb 19 94



**EXHIBIT A**  
**to**  
**Equipment Schedule #3**  
**Master Lease Agreement No. 1539**

**BULKHEAD FLATCARS, 100 TON, 56'8"**

| <i>Car<br/>Initial</i> | <i>Car<br/>Number</i> | <i>Storage<br/>Location</i> |
|------------------------|-----------------------|-----------------------------|
| 1. MILW                | 62056                 | KBSR RR STORAGE             |
| 2. MILW                | 62060                 | KBSR RR STORAGE             |
| 3. MILW                | 62061                 | KBSR RR STORAGE             |
| 4. MILW                | 62063                 | KBSR RR STORAGE             |
| 5. MILW                | 62064                 | KBSR RR STORAGE             |
| 6. MILW                | 62065                 | KBSR RR STORAGE             |
| 7. MILW                | 62068                 | KBSR RR STORAGE             |
| 8. MILW                | 62069                 | KBSR RR STORAGE             |
| 9. MILW                | 62074                 | KBSR RR STORAGE             |
| 10. MILW               | 62088                 | KBSR RR STORAGE             |
| 11. MILW               | 62091                 | KBSR RR STORAGE             |
| 12. MILW               | 62099                 | KBSR RR STORAGE             |
| 13. MILW               | 62108                 | KBSR RR STORAGE             |
| 14. MILW               | 62111                 | KBSR RR STORAGE             |
| 15. MILW               | 62112                 | KBSR RR STORAGE             |
| 16. MILW               | 62115                 | KBSR RR STORAGE             |
| 17. MILW               | 62116                 | KBSR RR STORAGE             |
| 18. MILW               | 62117                 | KBSR RR STORAGE             |
| 19. MILW               | 62118                 | KBSR RR STORAGE             |
| 20. MILW               | 62124                 | KBSR RR STORAGE             |
| 21. MILW               | 62127                 | KBSR RR STORAGE             |
| 22. MILW               | 62128                 | KBSR RR STORAGE             |
| 23. MILW               | 62131                 | KBSR RR STORAGE             |
| 24. MILW               | 62132                 | KBSR RR STORAGE             |
| 25. MILW               | 62133                 | KBSR RR STORAGE             |
| 26. MILW               | 62134                 | KBSR RR STORAGE             |
| 27. MILW               | 62143                 | KBSR RR STORAGE             |
| 28. MILW               | 62148                 | KBSR RR STORAGE             |
| 29. MILW               | 62149                 | KBSR RR STORAGE             |
| 30. MILW               | 62080                 | ELWOOD, IL                  |